

SHOSTAK CONSTRUCTION CORP.

CONTRACT NO. V402C-377

**VABCA-3671, 3810,  
3811 & 3857**

VA MEDICAL & REGIONAL  
OFFICE CENTER  
TOGUS, MAINE

*David M. Lipman, Esq.*, Lipman & Katz, P.A., Augusta, Maine, for the Appellant.

*John M. Manfredonia, Esq.*, Trial Attorney, and *Phillipa L. Anderson, Esq.*, Acting Assistant General Counsel, Washington, D.C., for the Department of Veterans Affairs.

### **ORDER OF DISMISSAL**

1. The four above-cited appeals were reinstated in accordance with the Government's Motion to Enforce Settlement Agreement. The Government has subsequently withdrawn that motion and the parties have furnished the Board with a signed Settlement Agreement.

2. Both parties have agreed to take certain actions and to refrain from taking other actions. As an enforcement mechanism, the Settlement Agreement contains the following provision:

The parties agree that the mutual releases provided herein are conditioned on the VA and Appellant fulfilling the mutual promises recited above. The parties further agree that, if either party should violate the provisions of this agreement, the release provided herein by the non-breaching party shall be considered null and void. In that event, the non-breaching party shall be restored to all rights, claims and actions that it now has against the breaching party and the breaching party agrees not to assert any defenses to those rights, claims or actions that are based on the release of claims contained in this settlement agreement or any statutes of limitations or repose.

3. Accordingly, subject to the above-related understanding, the appeals of Shostak Construction Corp., VABCA Nos. 3671, 3810, 3811 and 3857 are dismissed with prejudice.

### **IT IS SO ORDERED**

DATE: **September 14, 1995**

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JAMES K. ROBINSON  
Administrative Judge